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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,213	10/17/2001	Johan Renes	5117US	5776
24247	7590	12/19/2005	EXAMINER	
TRASK BRITT P.O. BOX 2550 SALT LAKE CITY, UT 84110			GILLIGAN, CHRISTOPHER L	
			ART UNIT	PAPER NUMBER
			3626	
DATE MAILED: 12/19/2005				

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>		<b>Applicant(s)</b>	
	09/981,213		RENES ET AL.	
	<b>Examiner</b>		<b>Art Unit</b>	
	Luke Gilligan		3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 17 October 2001.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)  | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

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Claims 1-20 have been examined.

***Claim Rejections - 35 USC § 101***

1. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

2. Claims 1-11 rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

3. Claim 1 is directed to an insurance policy *per se*. The insurance policy as claimed is merely an abstract idea of a legal agreement that is intended to cover financial consequences of the ending of a contractual relationship. Such an abstract idea is not tangibly embodied and, therefore, is directed to non-statutory subject matter.

4. In addition, claims 2-11 fail to remedy the deficiencies of claim 1 as they merely further define the terms and conditions of the insurance policy of claim 1. Therefore, claims 2-11 are rejected for the same reasons as claim 1.

***Claim Rejections - 35 USC § 112***

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. Claims 4 and 5 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

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7. Regarding claims 4 and 5, the phrase "such as" renders the claim indefinite because it is unclear whether the limitations following the phrase are part of the claimed invention. See MPEP § 2173.05(d).

***Claim Rejections - 35 USC § 102***

8. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

9. Claims 1-5, 8-12, 14-18, and 20 are rejected under 35 U.S.C. 102(e) as being anticipated by Covert, U.S. Patent Application Publication No. 2005/038681.

10. As per claim 1, Covert teaches an insurance policy covering at least some financial consequences of the untimely ending of a contractual relationship between two or more natural persons, which contractual relationship governs the natural persons way of living together (see paragraph 0036).

11. As per claim 2, Covert teaches the insurance policy of claim 1 as described above. Covert further teaches said contractual relationship is a marital contract (see paragraph 0036).

12. As per claim 3, Covert teaches the insurance policy of claim 2 as described above. Covert further teaches said untimely ending comprises a divorce between the natural persons (see paragraph 0036).

13. As per claim 4, Covert teaches the insurance policy of claim 1 as described above. Covert further teaches said insurance policy combines said some financial consequences of the

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untimely ending of a contractual relationship between natural persons with other financial risks (see paragraph 0036).

14. As per claim 5, Covert teaches the insurance policy of claim 1 as described above.

Covert further teaches said policy is part of another contract (see paragraph 0061).

15. As per claim 8, Covert teaches the insurance policy of claim 1 as described above.

Covert further teaches requiring periodical installments (see paragraph 0036).

16. As per claim 9, Covert teaches the insurance policy of claim 1 as described above.

Covert further teaches a clause for a minimum duration of the subject contractual relationship before any coverage is obtained (see paragraph 0036, since the policy is tied to the divorce decree, the Examiner is interpreting any date for payment associated therewith to be the claimed minimum duration).

17. As per claim 10, Covert teaches the insurance policy of claim 1 as described above.

Covert further teaches a clause limiting coverage for a certain time interval after the initiation of said contractual relationship (see paragraph 0036, payments are based on the divorce decree).

18. As per claim 11, Covert teaches the insurance policy of claim 1 as described above.

Covert further teaches the policy is taken by an entity not being a party to said contractual relationship (see paragraph 0036).

19. As per claim 12, Covert teaches a method of doing business comprising: determining a periodic amount to be charged a prospective participant for divorce insurance (see paragraph 0036; charging that periodic amount to a participant in an insurance program over a period of time (see paragraph 0036); and administering the insurance program (see paragraph 0036).

20. As per claim 14, Covert teaches the method of claim 12 as described above. Covert further teaches the amount to be charged is based, in part, on the prospective participant's projected earnings (see paragraph 0036).

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21. As per claim 15, Covert teaches the method of claim 12 as described above. Covert further teaches the amount to be charged is based, in part, on the prospective participant's partner's projected earnings (see paragraph 0036).

22. As per claim 16, Covert teaches the method of claim 12 as described above. Covert further teaches the amount charged a participant is changed in view of changed circumstances in the participant's life (see paragraph 0036).

23. As per claim 17, Covert teaches the method of claim 16 as described above. Covert further teaches the changed circumstances are selected from the listed group and any combination thereof (see paragraph 0036).

24. As per claim 18, Covert teaches the method of claim 12 as described above. Covert further teaches the periodic amount is a monthly amount (see paragraph 0036).

25. As per claim 20, Covert teaches the method of claim 12 as described above. Covert further teaches means to prevent fraud (see paragraph 0047).

### ***Claim Rejections - 35 USC § 103***

26. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

27. Claims 6-7, 13, and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Covert, U.S. Patent Application Publication No. 2005/038681 in view of Flagg, U.S. Patent No. 6,456,979.

28. As per claim 6, Covert teaches the insurance policy of claim 1 as described above. Covert does not explicitly teach providing a payment at an end date of the policy in the event the

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contractual relationship does not end untimely. Flagg teaches an insurance policy that includes providing a payment prior to an end date of the policy (see column 1, lines 20-23, in particular, the cash surrender prior to payment of a death benefit). It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate such a feature into the system of Covert. One of ordinary skill in the art would have been motivated to incorporate such a feature for the purpose of providing enhanced flexibility in the administration of the insurance policy of Covert.

29. As per claim 7, Covert in view of Flagg teach the insurance policy of claim 6 as described above. Covert does not explicitly teach the payment as claimed. Flagg further teaches payment is dependent on investment of installments paid on behalf of said natural persons for said insurance policy (see column 1, lines 23-29). It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate such a feature into the system of Covert for the reasons given above with respect to claim 6.

30. As per claim 13, Covert teaches the method of claim 12 as described above. Covert does not explicitly teach the amount to be charged is based, in part, on the prospective participant's age and the prospective participant's partner's age. Flagg teaches an insurance policy that includes basing charge amounts on participant's age (see column 2, lines 13-32). It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate such a feature into the system of Covert. One of ordinary skill in the art would have been motivated to incorporate such a feature for the purpose of providing enhanced flexibility in the administration of the insurance policy of Covert.

31. As per claim 19, Covert teaches the method of claim 12 as described above. Covert does not explicitly teach investing at least a portion of the periodic amount. Flagg teaches an insurance policy that includes investing at least a portion of the periodic amount (see column 1,

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lines 23-29). It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate such a feature into the system of Covert. One of ordinary skill in the art would have been motivated to incorporate such a feature for the purpose of providing enhanced flexibility in the administration of the insurance policy of Covert.

### ***Conclusion***

32. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Luke Gilligan whose telephone number is (571) 272-6770. The examiner can normally be reached on Monday-Friday 8am-5:30pm.

33. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on (571) 272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

34. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

12/12/05

  
**C. Luke Gilligan**  
**Patent Examiner**  
**Art Unit 3626**



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